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Contract Database Metadata Elements

Title: **Nassau, County of and Police Benevolent Association of Police Department of County of Nassau (1992)**

Employer Name: **Nassau, County of**

Union: **Police Benevolent Association of Police Department of County of Nassau**

Local:

Effective Date: **01/01/92**

Expiration Date: **12/31/95**

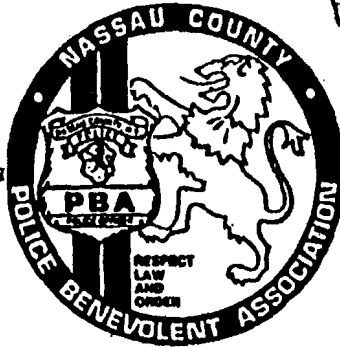
PERB ID Number: **7051**

Unit Size:

Number of Pages: **56**

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AGREEMENT

January 1, 1992 — December 31, 1995

COUNTY OF NASSAU
AND THE
POLICE BENEVOLENT ASSOCIATION
OF THE POLICE DEPARTMENT
OF THE COUNTY OF NASSAU, INC.

THOMAS S. GULOTTA
County Executive

GARY DELA RABA
President



PREAMBLE

WHEREAS, the County of Nassau is engaged in furnishing essential public services vital to the health, safety and welfare of its residents; and

WHEREAS, this agreement seeks to assure the orderly and uninterrupted operation of the government by maintaining a harmonious relationship between the government and a unit of its employees; and

WHEREAS, this agreement is the product of negotiations between the parties pursuant to the provisions of Section 200 et seq. of the New York State Civil Service Law; now, therefore:

The COUNTY OF NASSAU and THE POLICE BENEVOLENT ASSOCIATION OF THE POLICE DEPARTMENT OF THE COUNTY OF NASSAU, INC. in consideration of the mutual promises and obligation herein assumed have entered into this agreement this day of , 1992.

1. 0 Definitions.

For purposes of this agreement, the following definitions shall apply:

- 1. 1 "Association" means the Police Benevolent Association of the Police Department of the County of Nassau, Inc.**
- 1. 2 "County" means the County of Nassau.**
- 1. 3 "Disciplinary Proceeding" means an administrative proceeding charging an infraction or violation of the law or of departmental rules commencing with the service of charges and specifications upon the employee and culminating in the final determination of the Commissioner of Police.**
- 1. 4 "Employee" means an individual who is a member of the negotiating unit.**
- 1. 5 "Grievance" means any dispute between the Association or an employee and the County with respect only to the meaning or interpretation of a provision of this agreement. It shall not include disciplinary proceedings or any other matters which are reviewable under administrative procedures established by law or the rules of the Nassau County Civil Service Commission.**
- 1. 6 "Negotiating Unit" means all employees included in the certification of representative and order to negotiate issued by PERB, as amended.**
- 1. 7 "PERB" means the Nassau County Public Employment Relations Board.**
- 1. 8 "President" means the President of the Police Benevolent Association of the Police Department of the County of Nassau, Inc.**

2.0 The Association.

The Association has been duly certified as the negotiation representative of the negotiating unit by an order of PERB and amendments thereto. The County recognizes the Association as the exclusive and unchallenged negotiation representative for collective negotiation with respect to rates of pay, salaries, hours and other terms and conditions of employment for all of the employees in the negotiating unit for the period of this agreement

3.0 The County -Reserved Rights.

Except as limited by this agreement the County reserves the right to determine the standards of service to be offered by its various agencies; to set the standards of selection for employment; to direct its employees; to regulate work schedules; to take disciplinary action; to relieve its employees from duty because of lack of work or for other legitimate reasons; to maintain the efficiency of governmental operations; to determine the methods, means and personnel by which governmental operations are to be conducted; to determine the content of job classification; to take all necessary actions to carry out its mission in emergencies; and to exercise complete control and discretion over its organization and the technology of performing its work.

4.0 Association Activities.

Both parties mutually agree that:

- 4.1 There shall be no interference with the right of employees to become or continue as members of the Association.
- 4.2 There shall be no discrimination, restraint or coercion against any employee because of membership in or lawful activities on behalf of the Association.
- 4.3 There shall be no intimidation or coercion of employees into joining the Association or continuing their membership therein.
- 4.4 There shall be no Association activity on County time except as set forth herein.
- 4.5 There shall be no strike, or other concerted stoppage of work or slowdown by an employee nor shall any officer or representative of the Association authorize, instigate, aid or condone any such activity.
- 4.6 The President shall be permitted access to County property at reasonable times when necessary to transact legitimate Association business pertaining to the administration of this agreement after notice to the Commissioner of Police or his/her designated representative.

4. 7 County bulletin boards may be used to post Association notices after being approved, in writing, by the Commissioner of Police or his/her designated representative. Notices from the Association shall be signed by the President, Vice- President, Secretary or Treasurer.

All notices posted by the Association are the responsibility of the officials of the Association. Unsigned notices may not be posted. Defacing, adding to or writing over any general notice or posting unofficial bulletins or notices or any that are offensive shall be prohibited. The following notices, however, do not need approval by the Commissioner of Police or his/her designated representative:

Notices of Association recreational or social affairs.

Notices of Association elections and meetings.

Notices of Association appointments and results of Association election.

All notices shall be promptly removed after they have served their purpose. No provision of this agreement shall be construed to permit the posting of any political, advertising or controversial matter on bulletin boards or elsewhere upon County property. Notices shall not exceed 8 1/2" by 11" in size and shall be posted in a manner so as not to obstruct other notices. The County shall provide, at its expense and for the sole use of the Association, sufficient bulletin boards size 4' by 6', enclosed in glass and with locks, for these notices.

Electronic Bulletin Boards. The County agrees to provide access to necessary existing phone lines and other services for the PBA to install, at its own costs, electronic bulletin boards.

4. 8 The County shall deduct an agency shop fee from the salary or wages paid each employee in the negotiating unit who has not, within fifteen (15) days of being hired, authorized in writing a deduction of Association dues as set forth above. This agency shop fee shall be an amount equivalent to the dues levied by the Association, and the County shall transmit such amounts to the Treasurer of the Association. Such agency shop fee deductions shall commence no later than fifteen (15) days after the employee is hired.

Any person paying such an agency shop fee shall receive a refund upon proper demand for the amount of such fee which equals the proportionate share of same expended for political, ideological or other activities unrelated to collective bargaining.

The demand for such refund shall be made by written notice, to be sent to the Executive Board of the Association by registered or certified mail at the following address:

89 East Jericho Turnpike
Mineola, New York 11501

Each year, during the month of October, the Executive board shall consider such demands as were received in the prior twelve (12) months and shall, within a reasonable time thereafter, provide a refund in each case. The amount of the refund shall be an amount equal to the amount received from the person demanding the refund which was expended to political, ideological or other activities unrelated to collective bargaining during the previous twelve (12) months.

The Association shall supply each person filing such a demand with sufficient information so as to reasonably enable an individual to determine the reasonableness of the sum refunded.

In the event that the person demanding the refund disagrees with the amount due him, and asserts that a greater amount of his/her agency shop fee was expended for political, ideological or other activities unrelated to collective bargaining than was refunded, such person may file a statement of claim for an additional refund with the Board of Governors of the Association.

Upon receipt of such notice, the Board of Governors shall, within thirty (30) days, forward the issue to the Nassau County Public Employment Relations Board for an impartial determination of the employee's claim. The cost of such determination, including such hearings, disbursements and administrative expenses as the Board shall reasonably determine are necessary for the determination shall be paid for equally by the County and by the Association. The determination of such Board shall be subject to review in the manner provided by law.

The Association agrees to hold the County harmless from any and all money damages which the County pays as a result of a court of competent jurisdiction holding the County liable for damages on account of compliance with this subdivision.

4. 9 The County shall deduct from the bi-weekly wages of each employee who has authorized the same, Association dues, assessments, initiation fees, group life insurance premiums, group accident and health insurance premiums of the Association and forward the total amounts of such deduction forthwith to the Association. Such payroll deduction authorization shall be in writing, signed by the employee in the form generally in use by the Association.

The amounts for such deductions shall become effective only upon filing with the County Comptroller a certified copy of the resolution of the Association or other document authorizing such amount. Dues shall be a uniform amount for all employees. Such payroll deduction authorizations shall take effect fifteen (15) days after receipt thereof by the County Comptroller. The County shall not be liable to the Association by reason of the requirements of this subdivision for the remittance or payment of any sum other than that constituting the deductions agreed to be made from the employees wages.

4. 10 The County would not permit anyother employee organization to hold meetings on County property at any time with reference to employees in the negotiating unit. This shall not be construed to prohibit any other meetings of employee organizations with reference to any subject not within the scope of this agreement.
4. 11 The County shall furnish the PBA with the IBM printout for all employees within their Association, containing the same data on such printout used by the Police Department for recording names, addresses and commands of employees and shall every three (3) months furnish the Association with all changes. The information furnished herein shall be for the exclusive use of the Association and shall not be furnished to anyone else.

5. 0 Grievance Procedures.

5. 1 Every employee shall have the right to present his/her grievances solely in accordance with the procedures described herein with or without a representative of the Association, free from interference, coercion, restraint, discrimination or reprisal.

Step 1. An employee who feels that he/she has been aggrieved may orally present his/her grievance to his/her Commanding Officer within 30 days after the employee received actual notice of the action, omission or other circumstances claimed to give rise to the grievance. Vacation time, sick leave and military leave shall not be included with the 30 days time limitation. Commanding Officer shall carefully consider the matter and within three (3) days thereafter, make a determination and advise the employee of the decision.

Step 2. If the grievance is not satisfactorily adjusted in Step 1, an employee may, not later than ten (10) days after notification of the decision provided for in Step 1, submit the matter in writing to either the Chief of Detectives, Chief of Patrol, Chief of Operations, or Chief of Support Services based on his/her command affiliation. The Chief having command jurisdiction shall give the employee, and if the employee desires, a representative of the Association, an opportunity to fully discuss the matter. The Chief

having command jurisdiction shall, within seven (7) days after the matter has been fully presented, carefully consider the matter, make a determination and notify both the employee and the employee's Commander/Officer of his/her decision.

Step 3. If the grievance is not satisfactorily adjusted in Step 2, an employee may not later than ten (10) days after the notification provided for in Step 2, submit the matter, in writing, to the Commissioner of Police. The Commissioner of Police shall, within ten (10) days after receipt of this decision, make a determination. His determination shall be binding and final with regard to all grievances relating to administrative matters.

Step 4. If the grievance related to an alleged contractual violation and if such grievance is not satisfactorily adjusted in Step 3, the Union may, not later than ten (10) days after the notification provided for in Step 3, submit the matter to advisory arbitration.

a. Panel of Arbitrators. The County and the Union shall mutually agree on six (6) people to serve as a panel of arbitrators. Each person selected must be a labor arbitration member of the American Arbitration Association or the New York State Public Employment Relations Board panel or of the Nassau County PERB panel of arbitrators. All of the arbitrators so selected shall be listed alphabetically except as otherwise provided in sub-section c, below.

b. Arbitrators shall be selected in alphabetical order. If the arbitrator selected advises the parties that he/she is unable to hear the dispute within 30 days from the date he/she is notified of selection, the next arbitrator on the list shall be designated.

c. Names of arbitrators who have served and of those who have been unable to accept an assignment shall be moved to the bottom of the panel list.

d. Those selected as advisory grievance arbitrators under this Agreement shall receive a fee of four hundred dollars (\$400) per day, to include all expenses, and to be borne equally by both parties. Effective upon the execution of this agreement arbitrators fee, to include all expenses, will be increased to five hundred dollars (\$500) per day.

e. The advisory grievance arbitrator shall issue his/her written findings of fact and recommendation for resolving the grievance to the parties within thirty (30) days after the hearing. He/she shall make advisory awards with respect to the grievance.

- 5.1-1 If the County does not modify or reverse an advisory award within sixty (60) days, the award shall be binding.

For the purpose of grievance procedures:

Failure at any step of the procedure provided herein to communicate a decision on a grievance within the specified time limits shall permit the employee to proceed to the next step.

- 5.2 -2 Failure at any step of this procedure to either initiate a grievance or appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of the right to initiate or appeal the grievance.

- 5.2 -3 The term "day" means a working day.

- 5.2 -4 The Association may submit a grievance in writing, providing it does not merely affect an individual, with step 3 as the initial step.

- 5.3 Conferences and hearings held under the procedure provided herein shall be conducted at a time and place which would afford a fair and reasonable opportunity for all persons entitled to be present at such conference or hearing. When such conference or hearing is held during working hours, all individuals necessary for the conference, or hearing shall be excused without loss of pay for that purpose.

- 5.4 Grievance Machinery. The parties recognize that for matters which fit within the definition of a grievance under this agreement, the exclusive remedy of employees and/or the PBA shall be the grievance machinery of this agreement, followed by Article 78 review through the courts of any determination which is adverse to the employee and/or the PBA at the final step of this grievance procedure (the Commissioner of Police).

- 6.0 Disciplinary Procedures.

- 6.1 Notwithstanding the provisions of any other section of this agreement, disciplinary procedures shall be the same as are presently in effect and pursuant to law.

- 6.2 The employee under internal investigation shall have the right to have present during the period of interrogation an attorney and/or a duly designated representative of the Association who has been previously certified by the Association on a list submitted to the Commissioner of Police and is a member of the negotiating unit which list shall provide for the designation on precinct or unit level, and is, if the employee so

desires, the trustee or delegate from the precinct or command to which the employee is assigned. The employee shall be advised of this right prior to questioning. The representative shall be excused for a sufficient period of time necessary to assist the employee who has requested his/her presence. The employee shall be given a reasonable opportunity to notify such attorney and/or duly designated representative, but the period of Interrogation shall not be delayed for more than two (2) hours because such attorney and/or duly designated representative is unable to be present. This right to such an attorney and/or duly designated representative during the period of interrogation shall not apply to Internal Investigations of complaints of minor violations of the Rules and Regulations of the Police Department of the County, such as absence from the post, failure to signal, failure to make entries, loss of equipment etc. Such attorney and/or duly designated representative, while having the right to be present during the period of interrogation, shall not be permitted to interfere with or interrupt the interrogation. The attorney and/or representative however, shall have the right to confer with and advise the employee only before and after interrogation.

- 6.2 -1 Whenever a Police Officer is the subject of an Internal Investigation, Interrogation of that member shall be conducted under the following conditions:
- (A) The interrogation of a Police Officer shall be at a reasonable hour, preferably when such Officer is on duty, unless the exigencies of the investigation dictate otherwise.
 - (B) The interrogation shall take place either at the office of the command of the investigating officer or at the office of the local precinct or police unit in which the incident allegedly occurred, as designated by the investigating officer or agency or as otherwise directed by the Commissioner of Police. Home contacts of members shall be limited to the special needs of the investigation.
 - (C) The Police Officer under investigation shall be informed of the rank, name, and command of the officer in charge of the investigation, and the interrogating officer.
 - (D) The subject Police Officer shall be informed of the nature of the investigation before interrogation commences. Sufficient information to reasonably apprise the Officer of the allegations shall be provided. If it is known that a Police Officer being interrogated is the subject of a criminal investigation or a witness only, he shall have the right to make notes during the investigation.

- (E) The questioning shall not be overly long. Reasonable respite shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and rest periods, as are reasonably necessary.
- (F) The Police Officer shall not be subject to any offensive language, nor be threatened with transfer, dismissal or other disciplinary punishment.
- (G) If a Police Officer is under arrest or If such Officer is a suspect or the target of a criminal investigation, the Officer shall be given the MIRANDA warnings and shall have the opportunity to decline answering any questions.
- 6.3-1 There shall be a sixty (60) day statute of limitations for the Department to institute disciplinary actions, unless an employee consents to a longer period. The institution of actions shall be considered the serving of charges and specifications. The sixty (60) day period shall begin running from the date the investigation of the violation is completed. A determination as to guilt or innocence and punishment if any, shall be made within sixty (60) days after the hearing is concluded unless an employee or the PBA consents to a longer period.
- 6.3-2 Anonymous and unfounded complaints or those on which an employee is found not guilty and reports of disciplinary action (PDCN Form 209) shall be removed from the force record and placed in a confidential file or destroyed, if permitted by law, in either case one (1) year after the completion of any investigation relating thereto.
- 6.3-3 Charges and Specifications (PDCN Form 210) and all references thereto shall be removed from the force record and placed in a confidential file or destroyed, if permitted by law, in either case immediately if the employee is found not guilty after the administrative hearing or after proceedings are reversed by a court. If the employee is found guilty, the charges and specifications and determinations thereof and/or references thereto shall be removed from the force record and placed in a confidential file or destroyed, if permitted by law, in either case two (2) years after the final determination is made, so long as the employee has not been found guilty of a violation of the rules and regulations occurring within that two (2) year period.
- 6.3-4 An employee, who is suspended, must report to his/her desk officer in person or telephonically, indicating his/her whereabouts, once every twenty-four (24) hours and must be available to report as directed within a reasonable time.

6. 3 -5 If an employee is suspended, the County shall continue to provide the benefits of the health, dental, and optical insurance provisions of this Contract.
6. 3 -6 An employee, against whom a report of disciplinary action is to be made, will have an opportunity to verbally express himself/herself before the Disciplinary Review Board upon application to and approval of such Board within two (2) working days after he/she has been advised of the nature of the violation by his/her Commanding Officer. An employee who avails himself/herself of such opportunity may be accompanied by a representative of the Association. The Association representative may confer with and advise the employee before and after the hearing before the Disciplinary Review Board, but shall not participate in the hearing in any way, except as an observer.
6. 3 -7 a) If an employee pleads guilty or is found guilty of any violation of the Rules and Regulations and is fined by the Commissioner no more than five (5) days loss of pay, he/she may choose to satisfy the penalty so assessed by working additional days equivalent to the amount of his/her fine. If the fine is in excess of five (5) days, the penalty may not be so satisfied without the express permission of the Commissioner of Police. One day's work is to be equal to one penalty day. All time fined must be worked off within six (6) months from the date of such fine unless the Commissioner of Police extends such time, and if not the employee will suffer loss of pay for any such days not worked off.
- b) Police Officers shall be permitted at their option to use compensatory time or other time credited to them, to pay off penalties that have been imposed.
6. 3 -8 Retaliation for Exercising Rights -No Police Officer shall be discharged, disciplined, demoted or denied promotion, transfer or reassignment, or otherwise be discriminated against in regard to his/her employment; or be threatened with any such treatment by reason of his exercise of the rights granted by these procedures.
6. 3 -9 In the event that any section, subsection or other portion of these procedures should be found unconstitutional, illegal or otherwise invalid the remainder of the procedures shall remain in full force and effect.
7. 0 Awards (Appeals Board).
If an employee appeals an Awards Committee decision, no member who made the initial determination as to the recipients of the awards shall determine the appeal. The Commissioner of Police shall designate the membership of the Appeals Board.

QUALIFICATIONS.

Effective September 1, 1992:

(1) All members must have three (3) full years of patrol experience before they can be assigned permanently to any specialized units within the police department.

(2) Temporary assignments cannot be of such in nature as to last more than ninety (90) days and that time will be credited to the three (3) year requirement for assignment to specialized units.

(3) Temporary assignments must be separated by no less than 6 months so as to not frustrate the intention of this agreement.

(4) Members who are assigned to non-patrol functions because of a line-of-duty injury shall have that time credited to the three (3) year requirement.

(5) Members who possess special qualifications such as a college degree in chemistry, law, accounting, or a helicopter pilot license that are deemed to be needed in the best interest of the police department's operation shall be exempt from the three (3) year provision indicated above.

(6) The department shall at least, three (3) times per year or more frequently, whenever the need arises, cause a list to be established listing vacant positions. The Department shall be required to give proper notice, of at least 30 days, to all employees of the vacant positions to be filled from within the ranks. This notification will include, but not be limited to, assignments to the detective division, headquarters commands or any specialized division within the police department. In order to comply with this provision the department shall:

1. List the job description; and
2. List the qualification for the position and established application procedure; and
3. Designate time periods for applications to be filed with thirty (30) days being the minimum time set; and
4. Conduct oral interviews of all applicants and notify each applicant of the status and results of his/her application; and
5. List all members who apply and who receive or are appointed said position(s).

9.0 Employee Benefits.

9.1- 1 Salary Schedules.

(A) Police Officer -Salary Rates

	1/1/92	1/1/93	1/1/94	1/1/95	12/31/95
Period of Service					
Academy Pay	\$20,800	20,800	20,800	20,800	deleted
1. *Starting	\$30,336	30,336	30,336	30,336	35,117
2. One Year of service or more	\$35,425	37,433	39,536	42,087	42,087
3. Two Years of service or more	\$38,850	40,858	42,961	45,512	45,512
4. Three years of service or more	\$42,276	44,284	46,387	48,938	48,938
5. **Four years of service or more	\$45,698	47,869	50,143	52,901	52,901
6. ***Five years of service or more	\$47,800	50,070	52,448	55,333	55,333
7. Six years of service	\$49,124	51,457	53,901	56,866	56,866
8. Seven years of service or more		\$52,229	55,558	59,522	59,522

* Starting Salary Step. The starting salary step of \$30,336.00 shall be frozen throughout the lifetime of this contract. However, the frozen starting salary will sunset on December 31, 1995 and the starting salary shall be immediately increased by the annual increases as outlined in this agreement for a starting salary step of \$35,117.00.

** Effective 1/1/92 any employee at \$45,698 will move to \$49,124.

*** No employee hired prior to January 1, 1992 shall be placed in the \$47,800 salary step anytime during the life of the contract.

(B) Annual increments for employees on the police salary rate schedule above, shall be given on the following January first of each calendar year, with a full year's service being credited for the calendar year of appointment.

9.1 -2 (A) Police Officers -Alternate Salary Rates

Police Officers assigned to perform detective duties, as defined by the Commissioner of Police, within the Detective Division, and who thereafter perform work for nine (9) consecutive months, shall be compensated thereafter according to the following schedule for the duration of said assignment:

Period of Service	1/1/92	1/1/93	1/1/94	1/1/95
1. After 9 months	\$51,616	54,068	56,636	59,751
2. One year of service or more	\$53,034	55,553	58,192	61,393
3. Two years of service or more	\$54,664	58,119	61,823	66,234

(B) Police Officer- Pilots/Mechanics

Police officers designated Police Officer Pilot or Police Officer Mechanic shall receive the Alternate Salary Rate as described in Section 9.1- 2(A) above.

(C) A step increase (one year of service) for employees on the Alternate Salary Schedule, shall be given on the January first which follows the completion of nine (9) months of the assignment. Another step increase (two years of service or more) for employees on the Alternate Salary Schedule, shall be given on the subsequent January first.

(D) Academy Pay

(1) Effective 1/1/92 there will be established a pay step of \$20,800.00 for any police officer hired on or after 1/1/92. This new pay step will be in effect for each new employee for the seven (7) month police academy training period. Thereafter the new employee will be placed at the frozen start "salary step". Thereafter on the first anniversary (after twelve (12) months) of employment the employee shall be placed in the unfrozen "one (1) year of service or more" salary step. The normal salary progression will follow each January 1 thereafter.

(2) This new academy pay step will be deleted and no longer part of this collective bargaining agreement on December 31, 1995. All recruits hired on or after December 31, 1995 will be paid at the starting salary as stated in this contract which will be at the rates that include each pay wage increase for the four year period of this contract, i.e., \$35,117.

(E) Effective January 1, 1993 employees hired before January 1, 1992 and not at top salary step on January 1, 1993 will move two (2) steps in the salary plan to \$47,869. Effective January 1, 1994 said employees shall move two (2) steps to \$53,901.

- 9.1-3 All payments of salary which are based on the number of week days in a calendar year shall be based on 261 days. All increases in salary shall be made on the payroll period closest to the dates indicated in the above salary schedule.
- 9.1-4 Bi-weekly checks shall be available to the employees by 0700 hours on Thursdays for the 2300- 0700 tour of duty. All checks given for night differential and benefits other than salary shall be available to the employee on alternate Thursdays for the 2300- 0700 shift with every reasonable effort being made to have same by 0700 hours.
- 9.1-5 The residence addresses of employee may be shown on their payroll checks no more than twice a year when required by the County Comptroller for audit.
- 9.1- 6 Any checks which contain compensation for benefits other than salaries shall provide a breakdown on the check stub of those items which are reflected in the final amount.
- 9.1-7 Any checks for termination pay or pay for unused sick leave to which an employee may become entitled, shall be computed at the employee's option as the employee's regular salary check with the full number of dependents taken.
- 9.1 -8 Holiday checks shall be paid in three installments. The first installment shall be paid on or before Thursday next following Flag Day, June 14th, and shall include 5 holidays; the second installment shall be paid on the first Thursday in December, and shall include 6 holidays; the third installment for the final holiday shall be paid on or before the 31st day of December.

9.2 LAG PAYROLL.

- (A) A member shall defer the first sixty four (64) hours of holiday compensation which represents thirty two (32) hours of straight pay, at the 1856 rate of pay, for work performed on a designated holiday, for the period July 1, 1992 to June 30, 1993. In addition a full day compensation shall be deferred for Martin Luther King Jr. Day and a full day for Christmas for that same period. The 1992-3 deferred compensation as provided in this paragraph shall become payable on 1/1/96 at the rate earned if the cash payment option is selected. If time is selected it shall be equal for all purposes including but not limited to taking time off at the then current rate.
- (B) The deferrals enumerated in (A) above shall also apply for the period July 1, 1993 to June 30, 1994. The 1993/4 deferred compensation shall

become payable 1/1/97 at the rate earned if cash payment option is selected. If time is selected it shall be equal for all purposes including but not limited to taking time off at the then current rate.

(C) In the event a member separates from service for any reason, any lag payroll monies or deferred overtime monies, shall become payable immediately at the rate in effect prior to separation as if there was no deferral of wage increases or any benefit.

(D) On the date lag payroll payments come due members shall have the following options of cashing out lag payroll monies:

1. Immediate cash payment; or
2. Convert to vacation days for use in years 1997 and/or 1998 at the members option; or
3. Convert to compensatory time in accordance with the then current collective bargaining agreement. There shall be no restriction on the 192 hour bank; or
4. At the member's option dividing lag payroll payments due in accordance with any of the above provisions. The County shall in writing send to each member six (6) months prior to the maturity date, a notice outlining the above options.

9.3 FINANCIAL NEED 1994 -1995.

If the County can demonstrate a need to defer the payment of wage increases that are effective 1/1/94 and/or 1/1/95, it can request to negotiate the need to defer these payments. If the parties mutually agree to defer the payment of the wage increases for 1/1/94 and/or 1/1/95 such deferral shall only be for no less than three (3) months and no more than six (6) months respectively. Retroactive wage increases will be paid as follows: 50% will be paid on January 1 of the following year in which the raises were due and the remaining 50% will be paid on March 31 of the successor year.

9.4 ROLLOVER PROVISION.

(A) For purposes of pension calculations, all wage increases and deferrals of benefits will be considered in effect beginning on January 1 of each year of the contract for wages, overtime, holiday pay, night differential pay, etc.

(B) Any employee who retires in 1992 will receive, effective 1/1/92, a 4.75% base wage increase which will be applied for all purposes.

9.5 Longevity

9.5-1 An employee shall be entitled to longevity payments, in addition to his/her base salary, as follows.

After 6 Years of Actual Completed Service	1/1/92 \$600	1/1/93 \$700	1/1/94 \$800	1/1/95 \$900
After 10 years of Actual Completed Service Total	(400) \$1,000	(500) \$1,200	(550) \$1,350	(600) -Additional \$1,500
After 15 Years of Actual Completed Service Total	(500) \$1,500	(550) \$1,750	(625) \$1,975	(700) -Additional \$2,200

For each additional year of completed service beyond 15 years, up to and including 25 years an employee shall be entitled to an additional longevity payment as follows: effective 1/1/92 one hundred dollars (\$100.00), effective 1/1/93 one hundred fifty dollars (\$150.00), effective 1/1/94 two hundred twenty five dollars (\$225.00), effective 1/1/95 three hundred dollars (\$300.00). For every year of completed service there after (over 25 years) up to and including the year of retirement or termination of services, employees shall be entitled to an additional one hundred dollars (\$100.00).

9.5-2 Years of completed service shall include time served as a member of the Police Force of the County on a full time pay status or while on a military leave of absence pursuant to Section 243 of the Military Law of New York and time actually credited toward retirement benefits for service during World War II as provided in Ordinance No. 298/1970. Longevity payments shall become effective on the first day of the next bi-weekly pay period following the employee's anniversary date of such completed service.

9.5-3 For the purposes of this section (9.5) only, the anniversary date for longevity payments for every year of completed service after the fifteenth (15th) year shall be the pay period next following the January 1st of the year in which the employee would otherwise observe his/her anniversary.

9.6 (A) Equipment/Weapon Allowance.

1. An employee shall receive an equipment allowance toward the cost of required equipment not furnished by the Police Department according to the following rates:

Effective January 1, 1992 -\$725.00
Effective January 1, 1993 -\$800.00
Effective January 1, 1994 -\$800.00
Effective January 1, 1995 -\$800.00

Such amounts shall be pro-rated according to the employee's period of employment. Such compensation shall be paid on or before the first Thursday in July of each calendar year.

2. Equipment Allowance -9 MM Weapon.

(a) New employees hired on or after 1/1/92, shall apply up to one year entitlement of equipment allowance to the purchase of a 9MM weapon from the County. The cost of the 9MM weapon will be the cost of the actual 9MM weapon. The new employee shall own that weapon and will thereafter be responsible for all repairs and replacement of the weapon in the future except as outlined in subsection (c) of this section.

(b) Employees hired prior to 1/1/92 shall be given an opportunity to apply up to one year equipment allowance entitlement to the purchase of a 9MM weapon. Thereafter each employee who desires to exercise this option shall own that weapon and will thereafter be responsible for all repairs and replacements of that weapon in the future except as provided in subsection (c) of this section.

(c) The County will be responsible to repair or replace any 9MM weapon that is damaged or lost while in the performance of official duties. This subsection supersedes the provisions in section 9.6 (A) 2 (a) & (b).

9.6 (B) Clothing Allowance.

Any employee assigned to perform duty in plain clothes by order of the Commissioner of Police for a continuous period of not less than three (3) months shall receive additional compensation in lieu of clothes, pro-rated bi-weekly at the annual rate set forth below:

Effective January 1, 1992 -\$1,000.00
Effective January 1, 1993 -\$1,050.00
Effective January 1, 1994 -\$1,100.00
Effective January 1, 1995- \$1,150.00

Such compensation shall be paid on or before the first Thursday in December of each calendar year. The rules regarding clothing allowance currently in place for the DAI and SOA shall become effective 1/1/92 for PBA members.

9.7 Basic Workweek and Tour of Duty.

9.7-1 Except as provided in this subdivision, the basic workweek for employees shall not be more than forty (40) hours and the basic tour of duty shall be eight (8) hours.

9.7-2 Employees who are receiving recruit training from the Police Academy shall have a basic workweek of forty-eight (48) hours consisting of tours of duty of eight (8) hours.

9.7-3 Employees who are detailed on assignments concerning out of state renditions, extraditions, or investigations shall be credited for all hours worked with a minimum credit of eight (8) hours for each full day of such assignment. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be compensated at the applicable rate. For the first and last day of the trip, the employee shall be given overtime pay as heretofore.

9.7-4 Employees participating in voluntary activities sanctioned by the Police Department such as softball, band, pistol competition, bowling, etc., shall not receive credit as time worked for such activities except when granted by the Commissioner of Police.

9.7-5(A) All employees in the uniform police force hired prior to January 1, 1984 who work a regular schedule of three (3) changing tours, shall have their schedule rotated, as follows:

Five (5) days on duty (0700 hours to 1500 hours), a 72 hour swing; five (5) days on duty (1500 hours to 2300 hours), a 72 hour swing; four (4) days on duty (2300 hours to 0700 hours), a 96 hour swing. All charts shall be at the sole discretion of the Commissioner of Police.

9.7-5(B) All employees in the uniform police force hired on or after January 1, 1984 who work a regular schedule of three (3) changing tours, may have their schedule rotated as follows:

Five (5) days on duty (0700 hours to 1500 hours), a 72 hour swing; five (5) days on duty (1500 hours to 2300 hours), a 72 hour swing; five (5) days on duty (2300 hours to 0700 hours), a 72 hour swing. All charts shall be at the sole discretion of the Commissioner of Police.

9.7-5(C) At the completion of two (2) years of service, such employees shall work the schedule as indicated in section 9.7-5(A) of this agreement. Employees hired on or after January 1, 1992 perform the work schedule described in 9.7-5 (B) of this Agreement during the first three (3) years

of service. Thereafter beginning at the completion of three (3) years of service such employees shall work the schedule as indicated in section 9.7 -(A) 5 of this Agreement. 9.7 -5(C) Effective 7/1/92 assignment to steady day tours in a non-patrol assignment will be scheduled to perform 240 tours annually.

- 9.7 -5(D) All employees assigned to the Marine Bureau shall perform the current chart consisting of 12 hour tours of duty. Furthermore, these employees shall receive 100% payment of night differential.
- 9.7-5(E) Steady Tours -The County, the Police Department and the PBA agree to meet in committee to consider redeployment of police officers to steady tours. Any decision that may result from that committee are not binding. If there is a recommendation, no recommendation can be implemented unless ratified by the PBA membership.
- 9.7-6 Court appearances, uniform fittings and medical examinations of employees shall be credited as actual time worked by an employee in his/her basic workweek and tour of duty.
- 9.7 -7 Physical Examinations (Compensation for required ones). All physical examinations for members of the Air Bureau of the Police Force, which the Department requires said members to take as a requirement for their assignments shall be paid for by the County. This shall be limited to members assigned to the Air Bureau.
- 9.7 -8 Employees attending a conference or convention of municipal officers or employees or a school or seminar for the betterment of municipal government whether the same be official or unofficial, when authorized in writing by the Commissioner of Police, shall receive credit for the number of hours of attendance with a minimum of eight (8) hours for each full day on such assignment regardless of the hours worked.
- 9.7 -9 At the discretion of the Commissioner of Police, employees assigned to a "three -tour" or "two -tour" schedule shall report to the headquarters of their assigned precinct or command once during their assignment to a 1500 -2300 tour and a 2300- 0700 tour for "turn- out". "Turn -out" shall be for such purposes as are determined by the Commissioner of Police, and shall be held on such days as he shall determine. Employees shall report for "turn-out" one (1) hour prior to the scheduled start of the tour involved and shall be compensated for such hour by receiving forty-five (45) minutes of compensatory time (at straight time) only. Effective 1/1/ 93 all turn -out time will be sixty (60) minutes. Such compensatory time shall be non-convertible to cash except in the case of termination for death, accidental or ordinary disability retirement.

9.8 Overtime.

9.8 -1 (A) Work in excess of the employee's basic workweek or tour of duty is overtime.

1. Overtime compensation shall be at the rate of the employee's base annual salary divided by 1392 for each hour of overtime worked (1392 equals one and one half (1.5) times the employee's hourly rate based on an 8 hour day and 261 day work year). Overtime shall be computed in segments of not less than thirty (30) minutes each. An employee must work at least fifteen (15) minutes of a thirty (30) minute segment to qualify for overtime compensation for such segment.

2. Effective January 1, 1993 overtime compensation shall be at the rate of the employees base annual salary divided by 1237 for each hour of overtime worked (1237 equals one and one half (1.5) times the employee's hourly rate based on an 8 hour day and 232 day work year (1856 hours). Overtime shall be computed in segments of not less than thirty (30) minutes each. An employee must work at least fifteen (15) minutes of a thirty (30) minute segment to qualify for overtime compensation for such segment.

9.8 -1 (B) Optional methods of payment of overtime

At his/her discretion, an employee may select any one or any combination of the following options for payment of overtime compensation by notifying his/her Commanding Officer of his/her decision either immediately before or immediately after working a period of overtime. Once that decision is made, it may not be changed.

Option 1. Compensatory time, up to a maximum of one hundred twenty eight (128) hours at overtime rates, which is the equivalent of one hundred ninety two (192) hours at straight time. Compensatory time may be carried over indefinitely up to this one hundred ninety two (192) hour maximum, which shall not include any compensatory time, such as award days, blood days and Incentive days that were not originally capable of being chosen in cash. All overtime in excess of this maximum accumulation shall be paid to the employee in cash only.

Option 2. Current cash overtime compensation, which shall be included in the next bi-weekly report of extra pay.

Option 3. Deferred cash overtime compensation, shall be accumulated by the County and paid to the employee in the last pay period in November of the year in which the employee selects the option. Payment shall be made at the employee's rate at the time of such payment, except in the case of promotion or redesignation of the employee after the selection

of this option, when payment shall be made at the rate of the position held by the employee prior to the promotion or redesignation. Payment under this option shall include all overtime as to which this option was selected prior to November 1 of the year in which the payment is made. All overtime earned within a calendar year shall be reported in conformance with the Internal Revenue Code. Overtime as to which the employee selects this option after November 1 shall be paid during the last pay period of the following November.

Option 3- (Examples)

1. Overtime worked between November 1 and October 31 will be paid in one lump sum in the last pay check in November of that following year at the rate of pay in effect on November 1 of that following year.

2. A Police Officer works 60 hours of overtime and has selected Option 3. This police officer is promoted to Sergeant or designated Detective in June and then works 60 hours overtime from then to October 31 and selects Option 3. His/her lump sum payment in the last pay check in November would reflect: 60 x 1.5 (90) hours at Police Officer's salary in effect on November 1. 60 x 1.5 (90) hours at Sergeant's or Detective's salary in effect on November 1.

9.8 -1(C) Contiguous Overtime is that time worked before or after a scheduled tour of duty with no break in service. Compensation for this time shall not include those benefits outlined in subsection 9.8-1(D) below or 9.10 (mileage allowance) with the exception of contiguous overtime commencing outside the County of Nassau which shall entitle the employee to those benefits outlined in subsections 9.8-1(D)2, 3, 4, and 9.10 (mileage allowance) in one direction only. This one way provision shall not apply to those employees who work through their scheduled tour into a rear - end overtime situation at which time they will be given travel time, mileage allowance, and comprehensive liability coverage in both directions. Notwithstanding anything to the contrary, an employee shall be entitled to general liability coverage in one direction when traveling to duty pursuant to legal process even if such appearance extends so as to become contiguous with his/her regularly scheduled tour of duty.

Contiguous Overtime -Examples

1. Scheduled tour 0700- 1500- required to work in Nassau County at 0500 and continues to work thru to 1600.

Would receive:

2 hours front end overtime
1 hour rear end overtime
NO OTHER COMPENSATION

2.Scheduled tour 0700- 1500- required to report to work outside of Nassau County at 0500 hours and returns to Nassau at 1300 hours.

Would receive:

2 hours front -end overtime
2 hours travel time if work was performed in other than Nassau or Suffolk County
1 hour travel time if work was performed in Suffolk County.
Mileage allowance from home to place of assignment (one direction only)

General liability coverage, covering the travel time described above.

If the employee returns to work as described in the above example and works through his/her regular tour outside of Nassau County to 1600 hours.

Would receive:

2 hours front -end overtime
1 hour rear- end overtime
4 hours travel time if work is performed in other than Nassau or Suffolk County
2 hours travel time if work is performed in Suffolk County
Mileage allowance to and from place of Assignment

General liability coverage, covering the travel time described above

9.8 -1 (D) Non -contiguous Overtime is that time worked before or after a break in service on a scheduled work day, or non- contiguous work performed on a day off.

When the employee is required to work Non -contiguous overtime, he/ she shall be entitled to the following additional benefits:

1. A minimum of four (4) hours overtime
2. One hour travel time before and after overtime
3. Two (2)hours travel time before and after overtime commencing in other than Nassau and Suffolk Counties
4. The County shall provide general liability coverage for an employee who is performing overtime as described in subsection 9.8 -1(D) above covering the travel time described in 9.8 -1 (D) 2 and 3 above.

This subsection shall not be construed to relieve the County from its duty to provide general coverage for employees regularly on -duty in their capacity as police officers.

5. A member shall have the options granted in subsection 9.8 -1 (B) for travel time earnings at straight time. If compensatory time is selected, it shall be included within the one hundred ninety two (192) hour maximum accumulation.
6. If overtime as defined in subsection 9.8 -1(D) above is cancelled by notifying the employee more than 72 hours before the designated time, then the employee shall receive no compensation.
7. If the overtime as defined in subsection 9.8 -1 (D) above is cancelled by notifying the employee less than 72 hours before the designated time, and the member actually reports for duty, he/she shall have the right to work the minimum four (4) hours and receive all other compensations specified. If the cancellation is made by other than the employee's Command, the employee shall notify his/her C.O. for duty assignment.
8. Notice to an employee under this subsection may be to him/her personally or to an individual at the place the employee has furnished his/her Commanding Officer. Notice is deemed made if an unsuccessful attempt at actual notification is made at such place unless the employee was actually on -duty at the time of such unsuccessful attempt.
9. If an employee is subpoenaed to testify in a criminal, civil or administrative proceeding in connection with official duties and must report prior to 1130 hours and works a 2300 to 0700 tour of duty on the day of such subpoena, he/she shall be excused at 0400 hours of such tour. If an employee works a 0001 -0800 or 0001- 1000 tour of duty, the excusal time shall be 0500 hours. If the employee is not excused as provided above, he/she shall receive a maximum of three (3) hours paid overtime compensation. The employee shall not be paid overtime or be excused as provided herein when called as a character witness on behalf of another employee at a departmental disciplinary hearing or a criminal trial in which another employee is a defendant.
10. If a personal leave or compensatory leave day is cancelled, and an employee reports to duty under a subpoena only, for any period of time, the employee shall not be charged for the use of the day and shall not receive overtime pay, and shall be excused at the conclusion of the proceeding.
11. If an employee attends his/her compensation hearing or a physical directed by the Compensation Board, during his/her off duty hours, he/she shall receive compensatory time only, at straight time, for the time actually spent at the compensation hearing. If the employee attends his/her compensation hearing or physical directed by the Compensation Board, during his/her on -duty hours, he/she shall be allowed paid leave to attend such hearing.

12. Benefits described in 9.8 -1(D),2,3,4 and 9.10 (mileage allowance) shall not be applicable to those employees who perform eight (8) consecutive hours of work.

Non-contiguous Overtime -Examples

Scheduled tour 0700 -1500

The employee is notified at any time to work from 0400 -0600, and is relieved from duty and then reports for his/her regular tour.

Would receive:

4 hours overtime

2 hours travel time if work is performed in Nassau or Suffolk Counties

4 hours travel time if work is performed in other than Nassau or Suffolk Counties

General liability coverage covering travel time indicated above

Mileage allowance to and from

Day Off

The employee who is ordered to work two (2) hours would receive the same benefits described above.

Day Off

The employee who is ordered to work six (6) hours or more of overtime shall receive travel time, mileage allowance and general liability insurance described above.

- 9.8 -2 **OVERTIME DEFERRAL.** The schedule below indicates the period covered, the percentage of overtime deferred, and the dates of payments of deferred overtime.

Period Covered Calendar Year	Percentage of Deferral	Date of Payment of Deferred Overtime
1992	30%	7/1/96
1993	30%	7/1/97
1994	20%	7/1/98

If the County can demonstrate a need to defer overtime pay for calendar year 1995 it can request to negotiate the need to defer 20% of that overtime payment. If the parties mutually agree to the deferral of the overtime pay for 1995, overtime deferrals will be paid as follows: 50% will be paid on January 1, 1999 and the remaining 50% will be paid on March 31, 1999.

Overtime deferral will be paid at the rates earned without interest. In the event an employee leaves employment for any reason any overtime deferred shall be paid at the then current rate.

When due, payments shall be made in accordance with section 9.2(D) of this agreement at the employee's sole option.

- 9.8-3 The County has the right to order an employee to perform overtime.
- 9.8-4 An employee attending his/her own award or promotion ceremonies shall not receive any overtime because of hours directly or indirectly involved therein.
- 9.8 -5 An employee reporting back to duty after being on sick leave shall receive no overtime because of hours directly or indirectly involved therein.
- 9.8 -6 An employee on extended sick leave who is ordered to report for a departmental physical examination on a day that is the member's regularly scheduled day off shall receive overtime for any time directly or indirectly involved therein.
- 9.8-7 An employee, who is ordered to report for a medical examination prior to and/or after returning from Military Leave, shall receive no overtime for any time directly or indirectly involved therein.
- 9.8 -8 An employee under internal investigation or attending his/her own disciplinary proceeding shall not receive any overtime because of hours directly or indirectly involved therein, except if found innocent on all charges.
- 9.8 -9 Compensatory time shall be granted only when the employee and his/her Commanding Officer agree and only in eight (8) hour units, except when otherwise mutually agreed between them.
- 9.8 -10 An employees work schedule shall not be altered without the payment of overtime compensation which would otherwise be due, except for the following reasons:
1. Mutual Consent
 2. Police Emergencies. These determinations are solely within the authority of the Commissioner of Police.
 3. Police Necessity. This shall include major civil, social, criminal or other police occurrences involving the alteration of the work schedule

of at least 100 additional police personnel for the purpose of maintaining public safety and order during such occurrence. A police necessity shall not be declared merely for the purpose of providing the police services ordinarily required by a given public holiday.

4. Extended Assignment. Assignments may be made for the purpose of training, court appearances and related matters, or schooling, when such assignments actually last for a minimum of five consecutive working days, excluding weekends and holidays. Once per calendar year, assignments for training may be made for a period of less than five (5) days.

EXAMPLES FOR PROVISION CONCERNING EXTENDED ASSIGNMENTS

EXAMPLE 1

A member is working 1500 -2300 Monday through Friday. He/she is switched for court to 9 -5 for Monday through Friday. The trial lasts the entire week or more. He/she receives no additional compensation.

EXAMPLE 2

A member is working 2300 -0700 Monday through Thursday. He/she is switched to 9 -5 Monday through Friday and works Monday through Friday. He/she receives no additional compensation for Monday through Thursday, but receives one day's overtime pay for Friday.

EXAMPLE 3

A member is working 1500 -2300 Saturday through Wednesday. He/she is switched from 1500 -2300 to 9 -5 Monday through Wednesday. He/she is then working 2300 -0700 from Sunday to Wednesday. He/she is switched from 2300 -0700 to 9 -5 Monday through Wednesday. The trial actually lasts until Tuesday or later of the second week. Since he/she has been switched for five (5) consecutive working days, excluding week ends and holidays, and the trial has lasted at least five (5) consecutive working days, he/she receives no additional compensation.

EXAMPLE 4

A member is working 1500 -2300 Monday through Friday and is switched for the entire week for a set of 9 -5's for a court case for which it is anticipated the duration will be at least five (5) days. On Monday the case is adjourned or a disposition is effectuated. The member must work his/her 1500 -2300 shift that day and receives overtime compensation for his/

her morning appearance. For the rest of the week, he/she is then switched back to his/her original 1500 -2300 shift, and receives no other additional compensation.

EXAMPLE 5

Same as Example 4, except the case is adjourned on the second day. The member receives overtime compensation for his/her time spent on Monday and is excused with pay from his/her 1500 -2300 tour on Monday. The overtime will, however, only include any time worked prior to 1500 since that is the commencement of his/her regularly scheduled tour. On Tuesday, he/she receives overtime compensation for his/her morning work and then must work his/her regular 1500 -2300 tour. He/she is then switched back to his/her 1500 -2300 tour for the rest of the week.

EXAMPLE 6

Same as Example 4, except the trial lasts until Friday morning at which time it is adjourned. The member must complete the 9 -5 tour and receives no additional compensation for the entire four days.

EXAMPLE 7

A member is working 2300 -0700 Monday through Friday. The member is switched to 9 -5 of that week for court. The case is settled on the second day after the member appears. The member is then switched back to his/her 2300 -0700 tour for the rest of the week. The member receives overtime pay for his/her time on Monday as well as Tuesday and excused with pay from both Monday and Tuesday tours.

9.8 -11 If an employee is directed by his/her Commanding Officer to write a To-From -Subject Report during his/her off duty hours, such employee shall be given one (1) hour compensation at straight time in cash.

9.8 -12 If an employee performs police duties involving a criminal action or a serious aided case within New York State on his/her off duty hours, as determined by the Commissioner of Police after due investigation, he/she shall be entitled to overtime compensation, mileage allowance for actual mileage expended in connection with such police duties and all insurance coverages. Any assistance or testimony, subsequently required of the employee, in civil and criminal proceedings, administrative proceedings, etc. resulting from the off duty action taken by the employee, shall be compensated pursuant to the applicable provisions of the agreement. If the police duties are performed in another police jurisdiction, the entitlement of an employee to benefits under this section shall

be subject to the submission of reports and the investigation by the local authority involved and at the discretion of the Commissioner of Police.

9.8-13 Former employees are to be paid for each day at straight time at a rate computed at the current pay rate for the rank held by such former employee for testifying or assisting in criminal, civil cases and hearings in relation to matters in which he/she was involved while an employee of the Department when requested by the Commissioner on behalf of the Department. A claim form, properly executed, must be submitted to the Comptroller who must approve same.

9.8 -14 An employee whose services are terminated for any reason except for cause, or his/her designated beneficiary or legal representative in the event of death, shall be paid the cash equivalent of all compensatory time (other than "turn-out" compensatory time, which is paid only in the cases outlined in section 9.7 -9) standing to his/her credit, whether or not such compensatory time was originally capable of being chosen in cash, at the current rate in effect at the time of such termination. Resignation with charges pending shall be deemed termination with cause. The right to receive such cash payment shall not apply to any compensatory time granted to any employee under the provisions of the January 7, 1977 Arbitration Award unless:

(a .) The employee's termination shall have been by death or non-voluntary retirement; or

(b .) The employee, prior to his/her voluntary retirement shall have requested compensatory time off for the times covered by such Arbitration Award and such request shall have been denied.

9.9 Holiday Pay.

9.9 -1 Employees shall receive the following twelve (12) paid holidays per year:

New Year's Day
Lincoln's Birthday
Washington's Birthday
Memorial Day
Flag Day, June 14
Independence Day, July 4
Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Christmas Day

- 9.9 -2 For an employee who actually works a day observed as a holiday and is his/her regularly scheduled work day, his/her compensation shall include, in addition to his/her regular day's pay and holiday pay provided in Subsection 1, for all hours worked during that day compensation payable at the rate of his/her base annual salary divided by 4176 for each hour worked. Effective January 1, 1993 the calculation for compensation under this section shall be the annual salary divided by 3712 for each hour worked.
- 9.9 -3 For an employee who has a regularly scheduled work day on a day observed as a holiday and is ordered not to work on such day, he/she shall receive the same benefits as provided in Subsection 2.
- 9.9 -4 For an employee who does not have a regularly scheduled work day on a day observed as a holiday, but actually works on such a day, his/her compensation shall include, in addition to a regular day's pay and holiday pay provided in Subsection 1, for all hours worked during that day compensation pay at the same basis as overtime compensation for all employees.
- 9.9 -5 If an employee works before or after his/her regularly scheduled tour, contiguous with a holiday, which is his/her day off, he/she shall receive cash or compensation at straight time rates, plus time and a half for the time he/she actually worked.
- 9.9 -6 **Martin Luther King, Jr. Day**
(A) Employees who are scheduled to work on such day, and who do work, shall receive an additional 1- 1/2 days pay in cash in the next practicable pay check containing overtime pay.
(B) Employees who work overtime, during such day either contiguously or non- contiguously, shall receive the applicable holiday overtime pay in cash the next practicable pay check containing overtime pay.
(C) Employees who do not actually work on such day shall be credited with one compensatory day. In the event said day is not utilized by the following November 1, the employee shall receive, in lieu of compensatory time one day's pay in cash. Payment for such compensatory day shall be made in the last pay period of November and shall be paid at straight time rates.

(D) Pursuant to the above, if an officer receives compensatory time for such day rather than cash, and already has compensatory time on the books, for other reasons, the employee shall have the option of designating whether it is the compensatory time for Martin Luther King, Jr. Day, or such other accumulated compensatory days, actually taken after the third Sunday of the year but prior to November 1. (The one hundred

ninety -two (192) hour limit for such other compensatory time shall not be affected .)

9.10 Mileage Allowance

9.10- 1 General Rule. An employee shall not receive a mileage allowance for reporting to duty but shall receive reimbursement for mileage incurred while travelling on County business after reporting to duty in his/her automobile in accordance with the schedule of mileage distances determined by the County Comptroller for such travel. The mileage allowance is in accordance with the Internal Revenue Service Regulations.

9.10 -2 An employee entitled to travel time as indicated in provisions of 9.8 -1 (D) 2 and 3 shall receive mileage allowance computed on the round trip distance from his/her home to the place he/she was ordered to report to duty as determined from the County Comptroller's schedule.

9.11 Absence -Extraordinary Circumstances.

9.11- 1 In the event of adverse weather conditions that have impaired the use of available transportation facilities, or for other extraordinary circumstances, the County Executive and/or his designated representatives may at his/or their discretion direct an employee, or group of employees either not to report to work, or to leave work. The employee(s) so directed shall be deemed absent with pay and will not be charged for any time and leave credits due to such excused absence.

9.11 -2 Any such release of employees does not create any right to equivalent time off by any other employee or group of employees, not so released.

9.11 -3 The existence of such extraordinary conditions during the employee's next regular workday, by itself, shall not automatically relieve the employee from work. It shall be the obligation of the employee to communicate with his/her command to ascertain whether or not the employee must report to work. Such communication by the employee shall be prior to his/her normal starting time.

9.12 Meal Allowance

9.12 -1 An employee shall be entitled to a meal allowance of ten dollars (\$10.00), plus an additional one (1) hour's compensation at straight time, after the completion of twelve (12) consecutive hours of actual work and after each additional eight (8) hours of actual work thereafter. The additional one (1) hour's compensation shall be given

only once during each such twelve (12) hour or eight (8) hour period and shall not be granted if the employee is actually given a one (1) hour meal period during any such period. Meal allowance cash compensation shall only apply if a member performs any business outside of Nassau County.

9.12 -2 If an employee, not on a regularly scheduled tour of duty, leaves the County on Police business for four (4) consecutive hours or more, actual time, he/she will receive a meal allowance of three (\$3.00) dollars if the four (4) hours are completed prior to seventeen hundred (1700) hours and five dollars and fifty cents (\$5.50) if the four (4) hours are completed after seventeen hundred (1700) hours. If an employee on a regularly scheduled tour of duty, leaves the County for three (3) consecutive hours or more with one (1) or more falling within the hours of twelve hundred (1200) to fourteen hundred (1400) hours, he/she will receive a meal allowance of three (\$3.00) dollars. If he/she is out of the County for three (3) consecutive hours or more with one (1) or more falling within the hours of nineteen hundred (1900) to twenty-one hundred (2100) hours he/she will receive a meal allowance of five dollars and fifty cents (\$5.50). If he/she is out of the County overnight, he/she will receive a meal allowance of one dollar and fifty cents (\$1.50). However, no meal allowance money shall be paid if the employee is actually given a meal period before leaving the County. This section shall not apply to employees leaving the metropolitan area for the purpose of extraditions, renditions, and investigations in which case the present policy shall continue.

9.12 -3 Effective 1/1/93 there shall be sixty (60) minutes of paid meal time per tour. If an employee is compelled, by order of a superior officer, to miss his/her meal period during his/her regularly scheduled tour of duty due to his/her official duties, he/she shall be entitled to sixty (60) minutes compensatory time (such compensatory time shall not be included in the one hundred ninety-two (192) hour maximum).

(A) The entitlement described above shall be regulated by the following:

1. An employee may request a meal period at any time during his/her tour of duty, except during the last sixty (60) minutes of such tour.
2. An employee who requests a meal period and is denied his/her request must notify his/her Desk Officer in a timely manner in order to be entitled to compensation.
3. An employee who has been denied a meal period and is then offered a meal period and refuses to take such meal period shall not be entitled to compensation.
4. An employee who has at least thirty (30) consecutive minutes during

the times indicated without an assignment and does not request a meal period, shall not be entitled to compensation:

Tour	Hours
2300- 0700	0200 -0530
0700- 1500	1030- 1330
1500 -2300	1730 -2130

* Employees assigned to Chart 5. Adjusted for other approved charts.

5. In order to be eligible for compensation, an employee must submit his/her request for compensation for a missed meal period to his/her Commanding Officer within four (4) working days of the tour of duty during which the meal period was missed.

9.12 -4 Unless there is not sufficient personnel to cover the area involved, two (2) employees in adjoining sectors or in the same radio motor patrol car may, with the consent of the desk officer, whose consent shall not be unreasonably withheld, eat together at the same time.

9.13 Standby.

9.13 -1 An employee who is ordered to be on standby shall be paid at the rate of two (2) hours for every eight (8) hours he/she actually remains on standby. There shall be no voluntary standby. The real rate shall be computed by dividing the base annual salary by 2088. Compensation for standby time shall be pro-rated but not less than one-half (1/2) hour for each continuous period of standby. For purposes of this subdivision, standby is time that an employee is not actually on duty but is continuously available to report to duty within one hour of receiving a notification, and the employee is required to insure his/her availability by furnishing to his/her Commanding Officer a place where he/she may be so notified. For purposes of standby, no employee shall be required to stay at home.

9.13 -2 No employee shall be required to standby with regard to work involving a court proceeding or relating thereto.

9.14 Leave Time.

9.14 -1 Vacations, sick leave, and personal leave days shall be granted utilizing the administrative procedures provided in the Rules and Regulations of the Police Department or as herein provided.

9.14 -2 For employees in service prior to July 1st in a calendar year, five (5) days of personal leave shall be granted for each calendar year. For employees

whose initial day of service is on or after July 1st in a calendar year, two and one-half (2 1/2) days of Personal leave shall be granted for the calendar year. Personal leave days shall be applied for on Police Department Form 207 and may be taken with the consent of the Commanding Officer, and may be carried over for one calendar year. However, if an employee is unable to take his/her personal days within the two year period, and if he/she could not do so because of injury on the job, extended sickness, Police scheduling, through no fault of the employee, or because of termination except for cause or with charges pending, then he/she shall receive cash compensation at straight time at the current rate for such unused days. Employees who are permitted to take personal leave days may do so in increments of no less than one-half day. Employees who desire to be excused for one-half of a personal leave day shall either perform the first three (3) hours and forty minutes of the tour of duty or the last (3) hours and forty minutes of a tour of duty (without a meal period) and shall be charged one-half day of personal leave.

9. 14 -3

- (A) For the period of December 19, 1979-March 24, 1981, an employee who donated blood shall be entitled to one (1) day compensatory time off for each pint of blood donated. The employee shall use the aforementioned time off within two (2) years of the date of donation. Any extension of the two (2) year limitation is at the sole discretion of the Commissioner of Police. If an employee is unable to take the blood day within the two (2) year period, through no fault of his/her own, i.e., line of duty injury, extended illness, denied request, or like situation, he/she shall be paid the value of that day at the rate applicable at the time of payment. Similarly, if an employee retires, resigns without cause, or dies, he/she or his/her estate shall be paid the value of any blood days standing to his/her credit at the time of his/her separation from service at the rate applicable at the time of payment.
- (B) Notwithstanding any provisions of this section to the contrary, any blood days earned prior to December 19, 1979 or after March 24, 1981 shall be treated as formerly provided by the Police Department regulation i.e., they may be carried over without time limitation, shall be payable upon separation from service without cause, but shall otherwise not be convertible to cash. The employee shall specify, upon an appropriate police department form, the date of donation of the specific blood day which he/she desires the department to use toward any compensatory time off taken, and such choice of date shall be solely within the discretion of the employee.

9.14 -4 **Sick leave.**

- (A) (1) An employee hired prior to January 1, 1992 shall be entitled to a twenty-six day sick leave for each full year of service and shall be credited with his/her full entitlement for that calendar year on January 1. All sick leave shall be granted and deducted on a working day basis.
- (2) Employees hired on or after January 1, 1992 shall be entitled to eighteen (18) days of sick leave upon hire for the first year of employment. Following twelve (12) months of actual continuous employment the employee shall be entitled to a number of sick leave days equal to a prorated twenty six (26) days annually. On each January 1, thereafter the employee will be entitled to twenty six (26) days sick leave annually in accordance with section 9.14-4(A) (1) of the Collective Bargaining Agreement.
- (B) If an employee exhausts his/her sick leave accumulation, he/she shall be entitled to one -half (1/2) pay thereafter until his/her return to duty.
- (C) Sick leave days granted in the current calendar year, not used, shall be credited to the employee for future use, but there shall not be a maximum accumulation. Sick Leave days, previously subtracted due to their being in excess of three hundred sixty- five (365) day maximum accumulation, shall be credited to the employee retroactive to January 1, 1973.
- (D) If an employee reports to duty for four(4) hours or more and is then excused due to illness, there shall be no charge made against his/her accumulated sick leave. If an employee reports to duty for less than four (4) hours and is then excused due to illness, there shall be a charge of one half (1/2) day made against this accumulated sick leave. The benefits provided under this section may be denied by the Commissioner of Police in individual cases when, in his opinion, the benefits under this section are being abused.
- (E) An employee on sick leave is only required to remain in his/her residence between the hours 0900 and 1700 on a day he/she was regularly scheduled to have a tour of duty. The employee may be visited by a supervising officer at any time during the hours of 0900 and 1700. In any event, however, if the Commissioner of Police in his discretion identifies an employee as a sick leave abuser, the employee, upon the personal direction of the Commissioner of Police, may be required to remain in his/her residence and be visited beyond the hours prescribed above.
- (F) All employees will be permitted to designate up to three (3) family sick days annually. These three (3) sick days will not be cumulative and shall

be for immediate family only. There will be no restriction on the employees' activity during these three (3) family sick days.

(G) Injuries (Medical Review Board).

A Medical Review board shall be established to hear appeals from determinations regarding an employee's status as being on sick leave, on a line- of -duty injury or an off- duty illness. Such Board shall be composed of three (3) physicians, one from the PBA, the Police Surgeon, and a physician agreed to by both. The decision of the Medical Review Board shall be advisory only and shall be submitted to the Commissioner of Police. The County and the PBA shall each pay for the doctor designated by it and shall each share the cost of the third doctor.

1. Notwithstanding the foregoing provision, the parties agree to conduct timely meetings to discuss and conclude an appropriate method of medical review.

(H) Injuries to an employee must be reported by him/her within seven (7) calendar days. Such limit may not be extended except by approval of the Commissioner of Police.

(I) An employee, who has been on sick leave for only one (1) scheduled tour of duty, may sign back on duty and then report to a Police Surgeon prior to or after his/her next tour of duty or any other time as designated by the Commissioner of Police.

9.14 -5 Vacation Leave.

(A) Employees shall receive vacation time on working day basis.

(B) For employees hired prior to January 1, 1992. During the first twelve (12) months of actual service, an employee shall earn vacation at the rate of 1 -2/3 day per month of service. The employee may not utilize any vacation time until after six (6) months of actual continuous service, nor shall any time vest prior thereto.

(C) On the January 1 which follows the completion of the first twelve (12) months of actual continuous service, an employee hired prior to January 1, 1992 shall be credited with twenty (20) days vacation.

(D) Employees hired prior to January 1, 1992 shall thereafter continue to be credited with their annual vacation entitlement on each successive January 1.

- (E) Employees hired prior to March 25, 1981 shall receive a twenty-seven (27) day annual vacation entitlement effective upon the fifth consecutive January 1 following commencement of service.
- (F) Effective July 1, 1992 all employees shall receive a twenty-seven (27) day annual vacation entitlement effective upon the fifth consecutive January 1 following commencement of service.
- (G) If a holiday falls on a day during an employee's vacation, the employee shall not be charged for such vacation day, or alternatively shall be granted eight hours compensatory time at the employee's option.
- (H) An employee whose services are terminated for any reason except cause shall be entitled in addition to vacation pay for accumulated vacation authorized by the Commissioner of Police, to vacation pay for the portion of the year that he/she actually worked pro-rated on a monthly basis which shall include time worked during the first year after his/her appointment pursuant to limitations of Section 431 of the New York State Retirement and Social Security Law.
- (I) An employee may split his/her vacation by dividing his/her total vacation time earned into three (3) periods with the minimum period being five (5) working days, or four (4) working days if taken during the midnight tour. The time at which the employee is to take his/her entitled vacation period is to be at the discretion of the Commanding Officer.
- (J) Twelve (12%) percent of the total number of employees in a precinct or command shall be excused at the same time for the purpose of vacations in the event said percentage of employees in said precinct or command request same and the Commanding Officer gives his/her approval.

NEW EMPLOYEE VACATION

- (K) New employees hired on or after January 1, 1992 during the first twelve months of actual service, shall earn vacation at the rate of 1.25 days per month of service. These employees may not utilize any vacation time until after six (6) months of actual continuous service, nor shall any time vest prior thereto.
- (L) After completion of the first twelve (12) months of actual service, an employee hired on or after January 1, 1992 shall be credited with fifteen (15) days vacation for the next twelve months of employment.
- (M) On January 1 which follows the completion of the first twenty four (24) months of actual continuous service, an employee hired on or after

January 1, 1992 shall be credited with twenty (20) days vacation. During any period that may follow twenty four (24) months of employment and prior to the next January 1, such new employee will be credited with the number of days equal to a proration of twenty (20) days per year.

- (N) On the third and fourth January 1 following employment the employees hired on or after January 1, 1992 shall be credited with twenty (20) vacation days annually. Each January 1, thereafter the employees shall be credited with twenty seven (27) vacation days annually.

9.14 -6 When an employee has incurred an expense toward an assigned vacation and is recalled, the Department shall reimburse him for his/her actual provable transportation and other costs lost as a result of such recall. An employee, who is recalled from vacation, shall have the option of discontinuing his/her vacation, from the time of notification, or continuing it upon his/her return to the place he/she was at the time of notification. If the employee is called back during the first week of his/her vacation, and is spending his/her vacation away from his/her residence, he/she, at his/her option, be given back vacation for that week. An employee shall be paid for traveling by a day's pay for eight (8) hours of pay at the applicable overtime rate where such travel is required to attend to duty. For the purposes of this section, vacation shall be considered the actual days thereof and the days off contiguous thereto.

9.14 -7

- (A) Vacation time shall not be lost because of bereavement leave pursuant to Section 9.22 hereof or because of an employee's illness, providing the illness does not continue for more than one continuous year. Such vacation time may be carried over and taken during the following calendar year. Except as otherwise provided for herein, an employee on vacation may not sign on sick leave until the termination of his/her vacation period.

- (B) Employees, who have a major illness or injury while on vacation, may use their sick leave for the remainder of the illness and have their vacation time retained provided proper notice is given and a doctor's certificate is presented or the police surgeon, at the option of the Commissioner, examines the employee and, provided further that the Commissioner determines that the illness is bona fide.

9.14 -8

At the discretion of the Commissioner, employees, who so desire, may volunteer to work for a period of five (5) consecutive days during their annual vacation. Such work will be compensated at straight time, unless an employee works in excess of eight (8) hours or unless an employee works where at least one-half (1/2) the tour is between the hours of 1500

and 0700, in which case the applicable overtime compensation and night differential pay will be given. Such volunteers may be assigned to perform duties as designated.

- 9.14 -9 With the prior approval of the Commissioner of Police, employees shall have the right to accrue all or part of their unused annual vacation time up to a maximum of one (1) year's entitlement in addition to the entitlement of the present year. The scheduling of the accrued portion of the vacation shall require prior approval of the Commissioner of Police.
- 9.14 -10 For purposes of seniority for the selection of vacation, any employees joining the Nassau County Police Force pursuant to a merger or a contract between villages, cities, police districts, and the County of Nassau, shall have the date of that unit's joinder as the effective date.
- 9.14 -11 Two (2) days shall be added to the personal leave of an employee who has not been absent due to illness or injury (beyond the first ten (10) days of line of duty illness or injury) for a period of one (1) year.
- 9.14 -12 Members of the department may volunteer to waive leave time, by either vacation, sick, etc. in order to provide leave benefits to another member who has been deemed to be an extreme "hardship" situation by and at the discretion of the Commissioner of Police. The waiver of time shall be at the sole discretion of the member. It is understood that this benefit is discretionary on the part of the department and may be unilaterally discontinued. It is also understood that all determinations regarding administering this benefit are at the sole discretion of the Police Commissioner of Police.

Termination Pay and Pay For Unused Sick Leave.

- 9.15-1 (A) Upon separation from service after ten (10) years, for any reason or upon the death in service of any employee or upon retirement qualifying for either ordinary or job related or accidental disability under the Retirement and Social Security Law of New York State, such employee or his/her legal representative, shall be entitled to cash payment for accumulated terminal leave computed on an entitlement basis of five (5) days for each year of completed service. An employee's entitlement to termination pay shall be pro-rated on a portion of a completed year worked pursuant to limitations of Section 431 of the New York State Retirement and Social Security Law. Years of completed service shall only include time served as a member of the Police Force of the County on a full pay status, while on a military leave of absence pursuant to Section 243 of the Military Law of New York State and time actually credited toward retirement benefits for service during World War II as provided in Ordinance No. 298 -1970. In addition, an employee or his/her

legal representative entitled to cash payment for accumulated terminal leave, shall be paid in a lump sum, the value of his/her accumulated and unused sick leave to the extent of fifty (50) percent thereof, but not to exceed a total of two hundred thirty five (235) working days.

- 9.15-1 (B) This benefit shall not apply to any employee who separates from service for cause or with charges pending.
- 9.15-2 (A) Upon termination of service, an employee in his/her sole discretion or his/her estate shall receive a lump sum cash payment for the cash payments due upon termination or shall receive payment in annual installments not to exceed ten (10) years.
- (B) The County must make such payment within thirty (30) days after the effective date of the employee's retirement or employee's decision for payment whichever is later.
- (C) For purposes of terminal leave pay, years of completed service shall include time served as a member of any police force in New York State on a full pay status.
- (D) The provisions of this subsection shall apply only to employees who begin their police service with Nassau County, or who were transferred to the County prior to January 1, 1975. Employees transferred to the County subsequent to January 1, 1975 shall be included for such benefits if the transferring municipality makes payment to Nassau County of the costs of such benefits.

9.16 Health, Dental And Optical Plans

9.16-1 Health

- (A) The County is presently a participating agency under the Government Employees Health Insurance Program available under Article XI of the Civil Service Law, and the County shall continue to pay the full cost of the premium in either the individual or Family Plan for enrollment of its employees in the program pursuant to the law and regulations now in force or as hereafter amended.
- (B) The County will pay for and maintain the current benefits and current level of health insurance benefits for all employees during the life of this Agreement. The County has the right to change health insurance providers so long as the benefits remain comparable. Before making such change, the County shall notify and accept comments from and discuss the issues with the Union.

- (C) The parties agree that the provision of this payment for health insurance, the maintenance of current benefits and level of benefits shall not be subject to employer requested interest arbitration until after December 31, 1997.
- (D) If a National Health Insurance Plan is enacted and mandated by the Federal Government to cover members of the negotiating unit or if said plan is optional and adopted by the Nassau County Board of Supervisors, then members of the negotiating unit shall receive said benefits; however, if said benefits are less than benefits previously received under this Agreement by members of the negotiating unit, the County shall furnish additional benefits comparable to those omitted in the Federal Plan that were previously enjoyed under this Agreement, at no additional cost.
- (E) An employee who is eligible to retire and who does retire during the life of this Agreement, together with retired employees shall, if insurable, be entitled to have the County continue to fully pay the cost of his/her present health insurance with the appropriate health insurance provider, for so long as the individual does not receive duplicating coverage by virtue of other employment, State legislation or otherwise. If such duplicating coverage is received, the individual shall either lose his/her County coverage or pay to the County the proportion of the cost of the premiums for the benefits otherwise being received, as same may reasonably be determined by the County. The individual shall provide such attestations and information as the County may require to implement this section.
- (F) The spouse and eligible dependents, if any, of a deceased employee shall be included in the Health Insurance Program subject of the provisions of Section 252 of the New York State Government Employees Health Insurance Program and the costs of such coverage shall be fully paid by the County of Nassau. If during the life of this Agreement the County changes health insurance providers, a comparable benefit shall nevertheless be extended to such spouse and children.

9.16 -2 **Dental.**

- (A) All new employees must complete a two (2) month waiting period after commencement of their original employment before receiving the benefits of the Dental Plan.
- (B) The County shall pay the maximum of the amount shown below, for periods indicated, towards a dental plan:

1/1/92 -06/30/92 -\$162.50
7/1/92 -12/31/92 -\$212.50
1/1/93 -12/31/93 -\$425.00
1/1/94 -12/31/94 -\$425.00
1/1/95 -12/31/95 -\$425.00

- (C) If the DAI or SOA receive an amount for dental coverage more than in this agreement the PBA shall receive the additional amount effective on the same date as the DAI or SOA.
- (D) Nothing herein shall be construed to confer any obligation by the County to pay premiums for any dental plan for any retired or retiring employees, or for more than one County employee per covered family.
- (E) The County has the right to change dental insurance providers so long as benefits remain comparable. Before making such change, the P.B.A. shall provide its views, discuss the issues and consult with the County in the selection process.

9.16-3 Health Maintenance Organizations (HMOs). Except upon mutual consent, the only HMOs which shall be offered or made available shall be the HIP Choice HMO, and the Empire Blue Cross/Blue Shield Healthnet HMO, and Choice Care HMO. The County shall contribute toward the cost of any of the aforementioned HMOs up to the same amount as would be contributed under the most expensive benefit plan otherwise available to an employee under this Agreement.

9.16 -4 Optical.

- (A) The County shall pay up to, but no more than the amount shown below, for periods indicated, towards an optical plan for all employees:

01/1/92 -06/30/92 -\$45.00
07/1/92 -12/31/92 -\$57.50
01/1/93 -12/31/93 -\$115.00
01/1/94 -12/31/94 -\$115.00
01/1/95- 12/31/95 -\$115.00

- (B) If the DAI and SOA receive an amount for optical coverage more than this agreement provides the PBA shall receive the additional amount effective on the same date as the DAI or SOA.
- (C) Employees, at their option, may select the optical family plan by assuming the cost of the family plan. All eligible employees shall receive the family optical plan at no additional cost to the employee.

(D) For the period 1/1/92 -6/30/92 nothing herein shall be construed to confer any obligation by the County to pay premiums for any optical plan for any retired or retiring employees, or for more than one County employee per covered family. However, effective 7/1/92 members retiring on or after 1/1/92 shall receive this benefit.

(E) The County reserves the right, at any time, to change optical plan providers so long as benefits remain comparable. Before making such change, the County shall notify and accept comments from the Union.

9.16-5

The parties agree to continue to negotiate concerning the level of compensation for employees assigned to the Canine Unit. The parties also agree to continue negotiations on child care provisions. The canine compensation and the child care provisions (to replace Section 8.13 -5 of the 1989-91 contract) shall be ratified by the PBA Board of Governors and the Board of Supervisors. 9.16 -6 Health Insurance Buyback Program.

9.16-6

HEALTH INSURANCE BUY-BACK.

- (A) All eligible employees enrolled under the County's health insurance program may voluntarily participate in the Health Insurance Buyback Program.
- (B) Each employee desiring to participate in this program shall obtain an application form and a New York State "Declination of Health Insurance" form PS -403 from the Union. Said form shall be completed and returned to the Union. Said application shall include a signed and notarized affidavit stating that the employee has insurance coverage other than that provided by the County, and proof of such insurance coverage shall be attached.
- (C) When the employee has complied with the provisions of Section 9.16 - 6(B) the Union shall forward the application, along with the required documentation, to the Comptroller's Health Insurance Section for processing. Upon receipt of application and declination forms, the Comptroller will notify the affected departments who must then process cancellations on transaction forms #PS -501.3.
- (D) The disenrollment period shall start on the first day of the second month after return of the completed transaction form #PS -501.3 to the Comptroller's Health Insurance Section.
- (E) An employee who voluntarily disenrolls from the health insurance cov-

erage shall be entitled to one twelfth (1/12) of the annual buyback amount for each month of non -coverage within each calendar year as follows:

(a) The \$2,000 annual buyback amount for disenrollment from the family plan.

(b) \$500 annual buyback amount for disenrollment from the individual plan.

(c) Health Insurance Buyback. Subject to the rules and regulations of the NYS Health Insurance System, retired members who choose not to be covered by the health insurance purchased by the County, shall be covered by Section 9.16 -8 et. seq. A committee will be established consisting of PBA and County representatives to review the health insurance buybacks.

(F) Payments will be made in arrears semi -annually on or about June 1st, and December 1st of each year.

(G) An employee shall be entitled to re-enroll in the County's health insurance program by making application through his/her respective Department in accordance with the rules and regulations of the New York State Government Employees Health Insurance Program. The re-enrollment period shall start on the first day of the second month after return of the completed transaction form #PS-501.3 to the Comptroller's Health Insurance Section.

(H) An employee who re-enrolls in the County's health insurance program after having participated in the buyback program may not participate in the buyback program again for a minimum period of one (1) year.

(I) In accordance with the regulations of the New York State Government Employees Health Insurance Program, an employee with at least five (5) years of service with the County who would ordinarily be entitled to continue his/her health insurance coverage into retirement may not do so if he/she is disenrolled from the program on the date of his/her retirement.

9.16 -7

COBRA. To the extent required by law, the various features of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) are available to affected employees, spouses, former spouses, and/or their dependents as the same are defined in the Act and implementing regulations. Affected employees, spouses, former spouses, and/or their dependents are entitled to continue group health, dental and optical

insurance coverage upon payment of the premiums for such coverage and the maximum administrative cost in accordance with the terms and provisions of COBRA and implementing regulations.

9.17 Night Differential.

9.17 -1 An employee, at least half of whose shift is between 1500 and 0700, shall receive additional differential compensation of 10% of his/her hourly compensation for each hour actually worked during such shift. Hours worked contiguous with and at the completion of the 4 -12 tour, and all hours worked contiguous with the 12 -8 tour, shall be eligible for night differential. It is understood that to qualify for night differential, the employee must have over one -half (1/2) of his/her regular tour of duty fall between 1500 and 0700 as aforesaid. However, if an additional eight (8) hour shift is worked after a day shift, the employee shall be entitled to night differential for that second shift. Up to and including December 31, 1992 the hourly rate for night differential shall be calculated by using 2088 hours annually. Effective 1/1/93 the hourly rate for night differential shall be calculated by using 1856 hours annually.

Examples:

1. Employee works, a regularly scheduled tour from 0700 to 1500 hours and then works from 1500 to 1900 hours. This employee receives no differential compensation.

2. An employee works a regularly scheduled tour from 2300 to 0700 and then from 0700 to 1100. This employee receives twelve (12) hours of differential compensation.

3. Employee is scheduled to work 2300 to 0700 tour of duty but is called in to duty at 1900 prior to such tour. This employee receives differential compensation for all twelve (12) hours of work.

4. An employee works a regularly scheduled tour of 0700 to 1500 and then works an additional shift from 1500 to 2300. This employee receives differential compensation for only the second shift, from 1500 to 2300.

5. An employee works a regularly scheduled tour from 1100 to 1900 and then works from 1900 to 2100. This employee would receive ten (10) hours of differential compensation.

9.17-2

(A) Except as otherwise required by law, employees who are on authorized leave due to illness or injury or bereavement, and employees on authorized vacation leave only, shall likewise receive the differential compensation provided for herein, if such employee, by reason of his/

her work schedule, would otherwise have worked during such hours for which the said differential compensation would be paid in pursuance of this subdivision.

(B) An employee who is placed on restricted or light duty and assigned to a day tour because of a line of duty injury or an extended illness, shall continue to receive the same night differential which he/she would otherwise receive by reason of his/her regular work schedule, but the Commissioner of Police shall have the power, in his discretion, to direct such employee to submit to medical reevaluation at such intervals as he may determine and to discontinue payment of night differential when ever, in his judgment such action is warranted.

9.17 -3 Any employee whose tour of duty is temporarily switched for the convenience of the Police Department, shall continue to receive the same night differential which he/she would otherwise receive by reason of his/her regular work schedule.

9.17-4 An employee who is on sick leave due to a line- of- duty injury shall, for a period of 60 days (cumulative), be continued in the same squad and receive all benefits to which, he/she would otherwise ordinarily be entitled had he/she still been on active duty. This shall include, but not be limited to, continuation of the additional holiday compensation which the employee would have received had he/she been scheduled to actually work on a holiday.

9.18 **Legislation.**

9.18-1 The County will notify the President of the PBA of any legislation actually introduced at the request of the Commissioner of Police which legislation affects the terms and conditions of employment. The President of the PBA will notify the County of any legislation actually introduced at the request of the PBA, which legislation would affect the terms and conditions of employment. A good faith failure to so notify shall be no breach hereunder.

9.18 -2 If permitted by law, and if there are no additional costs, the County shall continue Section(s) 384 -d and 375- l of the Retirement and Social Security Law.

9.19 **Force Record.**

An employee, upon application to and with the approval of the Commissioner of Police may examine his/her Force Record on file with the Personnel and Accounting Bureau of the Police Department; provided however, any matter the Commissioner of Police, in his sole discretion, deems confidential shall not be subject to such examination. The

Department shall place all anonymous correspondence and memoranda related to anonymous telephone calls into a confidential file, and shall notify the employee of such action, and the employee shall be allowed to examine the contents. Only the Commissioner of Police personally shall have access thereto unless the employee otherwise agrees.

9.20 General Liability Insurance and Reimbursement For Personal Items.

9.20- 1 "General Liability Insurance" means: a) indemnification by the County of a member for liability to third parties which arises out of a line-of-duty vehicular accident, and is in excess of any insurance for personal injury and/or property damage which would otherwise cover such members; and b) reimbursement by the County to a member for property damage to an automobile owned by a member or his/her spouse, and which is not reimbursable from any other source.

9.20 -2 The County shall provide General Liability Insurance for employees whenever performing police duties as determined by the Commissioner of Police.

9.20-3 General Liability Insurance shall only be provided:
(A) If the damage is reported to his/her Command on the next business day being worked by the member following the accident; and,

(B) If the damage is made available for inspection by the County for the next three business days being worked by the member following the notification; and

(C) If the member's gross negligence did not contribute to the accident; and,

(D) If the member signs a verified claim form specifying any first party physical damage insurance which he/she has and giving the County subrogation rights for such amounts as are paid by the County.

9.20-4 An employee shall be compensated for the replacement cost of a personal item or items lost or damaged beyond repair or for the cost to repair a personal item or items, provided the loss or damage is caused without his/her negligence and is incurred while he/she is on duty or actually conducting police business. If an item is replaced, depreciation shall be deducted from the replacement cost of such item. The personal items covered by the provisions of this section shall be limited to clothing, equipment and accessories actually being worn at the time the loss or damage is incurred or a personal vehicle when parked

at or in close proximity to a relieving point, and the damage is caused by criminal mischief or vandalism. A motor vehicle shall not be deemed to be operated in the performance of police business when such vehicle is being driven by an employee of the police force to and from his/her home on his/her daily work assignment. The employee seeking to collect hereunder must prove to the satisfaction of the Comptroller that said loss was actually incurred. When a claim is submitted hereunder, it must be accompanied by a sworn statement that said claim was incurred in the course of said employee's duties as a Police Officer, together with an executed claim voucher indicating thereon the items, damage or loss and the original cost thereof together with the current value, including depreciation.

- 9.20-5 The County shall provide insurance coverage (or self- insurance) for employees acting within the scope of authority and in the proper performance of their duties, as determined by the Commissioner of Police, protecting them from legal actions against them which shall include but not be limited to civil suits, false arrests suits, detention or imprisonment, malicious prosecution, libel, slander, defamation or violation of right of privacy, wrongful entry or eviction or other invasion of right or private occupancy, and invasion of civil rights and which shall cover all lawful damages of every kind on both the State and Federal level.
- 9.21 **Death Benefits.**
- 9.21-1 **Funeral Expenses**

The County shall pay all reasonable funeral expenses incurred by the family of a member who dies in the line or performance of duty up to a maximum of Five Thousand (\$5,000.00) Dollars.
- 9.21- 2 The County has elected to provide that the guaranteed ordinary death benefit shall be as provided in section 360-b of the Retirement and Social Security Law.
- 9.21 -3 The County shall continue the benefits provided under section 208 -b of the General Municipal Law providing for death benefits for the surviving spouse and children of an employee who dies in the line of/or performance of duty and shall adopt section 208 -c of the General Municipal Law providing for death benefits for the mother and father of an employee, who leaves no surviving spouse or children, who dies in the line of/or performance of duty.
- 9.21-4 Pursuant to such reasonable rules and regulations as shall be made by the President and Board of Trustees of the Nassau County Community College, children of a:

(A) Police Officer who died in the line of duty prior to December 17, 1979; and

(B) Police Officer who died or dies while an active member of the force on or after December 17, 1979: who independently qualify and are accepted for admission to the Nassau County Community College shall not be required to pay student tuition.

9.22 Bereavement Leave.

An employee, on application to his/her commanding officer, shall be granted a four (4) working day leave of absence, with full pay, in the case of death of the employee's wife, husband, child, father, mother, brother, sister, parent- in -law, step-child, and/or step parent and a two (2) working day leave of absence, with full pay, in the case of the death of the employee's grandchild, grandparent, son- in -law, daughter- in -law, brother- in -law, sister- in -law, foster -parent or foster- child and a one (1) working day leave of absence, with full pay, for the day of the funeral providing the employee actually attends the said funeral in the case of the death of the employee's half- brother, half- sister, nieces, nephews, uncles, aunts and cousins.

9.23 Miscellaneous

9.23-1 The agreement will be furnished to all present and new employees at the expense of the County.

9.23 -2 No employee of the Force shall be required to pick up and transport the bodies of those deceased persons whose bodies were so decomposed as to be offensive, except in cases of emergency or in situations where the possibility of a homicide or another crime exists.

9.23 -3 Employees shall be provided with hand gun training at least once a year.

9.23-4 Except as otherwise directed by the Desk Officer, foot police officers shall be picked up and not required to maintain their foot posts from 2100 hours to 0700 hours. Any determination with regard to the aforesaid shall be wholly and solely within the discretion of the Department.

9.23 -5 Subject to the approval of the Commissioner of Police, a retired employee, upon due registration with the Department shall be entitled to a gun permit in Nassau County without the necessity of an application, investigation, or fee. If any fee must be paid to an agency other than the

County, the employee shall be reimbursed the amount by the County.

- 9.23-6 The County shall continue to provide gun lockers to each precinct or command and in the vicinity of the central testing unit in headquarters.
- 9.23-7 There shall be a minimum of two (2) employees in the Marine Bureau assigned to the operation of all boats during the hours of darkness or in the operation of boats in excess of twenty feet in length or three employees in the operation of boats in excess of forty feet in length.
- 9.23 -8 An employee shall not be compelled to submit to a polygraph test.
- 9.23 -9 Each employee shall be furnished with body armor of a type and specifications to be determined by the Commissioner of Police in his sole discretion, and shall be required to wear such body armor whenever ordered to do so by his/her Commanding Officer or the Commissioner of Police.
- 9.23 -10 The PBA shall continue to have its existing or comparable facilities and services on County property, to be used for the sole purpose of servicing its members; however, effective January 1, 1983, the PBA shall, if it elects to remain on County property, pay to the County, on a monthly basis, a rental fee equal to the fair market value of the facilities and services, as finally determined by a majority of a panel of three real estate appraisers, one to be selected by the County, one by the PBA, and one by a joint selection of the other two appraisers.
- 9.23 -11 Outside Employment. Employees are prohibited from engaging in outside employment in the Security or Law Enforcement field without the prior written approval of the Commissioner of Police. Employees are permitted to engage in any other lawful employment but shall notify the Commissioner upon beginning such employment.
- 9.23-12 DEFERRED COMPENSATION- The employees in the bargaining unit represented by the Association are hereby deemed eligible to participate in any such Deferred Compensation Plan as the County may arrange to provide its employees pursuant to Section 5 of the New York State Finance Law.
- 9.23 -13 CORPORAL STATUS. The department and the PBA shall establish a committee to study the feasibility of creating and funding the position of "Corporal".
- 9.23 -14 PARKING ENFORCEMENT DUTIES. The County shall be permitted to expand parking enforcement duties to allow other types of parking

summonses to be Issued by other than police officers.

10.0 Impasse Procedures.

Unless the parties choose their own mediator, factfinder, or arbitrator in contract negotiations, all fees for such individuals shall be paid by the Nassau County Public Employment Relations Board.

11.0 Employee Representatives.

11.1 It is hereby deemed to be in the best interest of the County that the President, 1st Vice President and 2nd Vice President of the PBA be permitted to perform their duties as employees for the basic workweek in their capacities as officers and as members of the negotiating unit, and that the performance in these capacities shall be deemed actual hours worked on duty.

11.1-1 Whenever the President of the Police Benevolent Association is unable to perform his/her duties, related to the administration of this agreement, because of illness or injury as determined by the Commissioner of Police, the acting President shall be excused from his/her police duties to perform the duties of the President during such illness or injury and shall notify the Commissioner of Police of the name of the replacing officer in writing.

11.1 -2 Whenever any officer of the Police Benevolent Association listed below is unable to perform his/her duties related to the administration of this agreement, because of illness or injury as determined by the Commissioner of Police, the President shall designate another officer of the Association to perform the duties of the absent officer during his/her illness or injury and who shall be excused from his/her police duties for the appropriate periods:

1. The 1st V.P. of the PBA
2. The 2nd V.P. of the PBA
3. The Treasurer of the PBA
4. The Corresponding Secretary of the PBA
5. The Recording Secretary of the PBA
6. The Sgt -at -Arms of the PBA

The Commissioner of Police shall be notified in writing of the name of any such officer so designated.

11.2 The Treasurer, Corresponding Secretary, Recording Secretary, and the Sergeant -at -Arms of the PBA, shall be credited with thirty -two (32) hours weekly, toward their basic workweek for their performance in their

capacities as officers and as members of the negotiating unit. In addition there shall be a three (3) hour excusal per year based on 2,000 members for a total of 6,000 hours per year. This time may be used in day or hour units at the PBA's discretion.

- 11.3 The five officers of the PBA, other than the President and First Vice President, as certified by the President to the Commissioner of Police, shall be assigned a day shift Monday through Friday at their option, but the assignment of duties shall be made by their Commanding officer. This option may be exercised only twice in a calendar year.
- 11.4 The PBA shall be entitled to have a negotiating committee for the purpose of collective negotiations regarding this agreement or any other agreement. Employees, who are members of this negotiating committee, shall be granted a leave of absence with pay while actually involved in collective negotiations. The negotiating committee may not exceed five (5) employees, inclusive of the Association President and 1st Vice President, and the PBA shall furnish to the Commissioner of Police a list of the members of the negotiating committee. The County negotiating committee shall be limited to six (6) full time members. Upon request of the Association, the Commissioner of Police may, in his discretion, which shall not be unreasonably exercised, authorize members of the Association to appear as witnesses during negotiations for reasonable periods of time during their regularly scheduled tour of duty, and shall grant paid excused leave for the time actually spent at negotiations by employees who are so excused.
- 11.5 Subject to the prior written approval of the Commissioner of Police, when acting pursuant to the terms of this agreement, an elected officer or an officer appointed to fill an elected position of the Police Benevolent Association shall be covered for medical payments, comprehensive liability insurance, and be given all the protections he/she would enjoy if he/she were on this regularly scheduled tour of duty whether in or out of the County of Nassau.
- 11.6 Officers of the Police Benevolent Association who are excused full time from their regular duties for the full year pursuant to the agreement, shall be entitled to the same amount of night differential as given to employees on a rotating schedule of three (3) tours of duty, and shall also receive the same clothing allowance which is paid to employees under section 9.6(B) of this agreement.
- 11.7 Association Meetings.
- 11.7 -1 Police Benevolent Association -Board of Governors Meeting- First

Thursday of each month. Upon submission of PDCN Form 207 and approval of their Commanding Officers, employees of the Executive Board and Trustees of the Police Benevolent Association shall be excused from their tour of duty on the first Thursday of each month for the purpose of actually attending scheduled Police Benevolent Association meetings under the following conditions:

(A) If the above members are assigned to the 0700 to 1500 tour of duty or the 1500 to 2300 tour of duty, they shall be excused for that tour of duty.

(B) If the above members are assigned to the 2300 to 0700 tour of duty on either the day of the meeting or the following day, such members shall select the 2300 to 0700 tour of duty from which they need to be excused to attend the meeting and so advise their Commanding Officer of their selection in sufficient time prior to the date of the meeting.

11.7 -2 Police Benevolent Association-Regular Open Meeting -Third Thursday of Each Month. Upon submission of PDCN Form 207, and approval of their Commanding Officers members of the Executive Board, Trustees and Delegates of the Police Benevolent Association shall be excused on the third Thursday of each month to actually attend scheduled Police Benevolent Association meetings under the following conditions: (A) If the above mentioned members are assigned to the 1500 to 2300 tour-of- duty, they shall be excused for that tour- of- duty.

(B) If the above mentioned members are assigned to the 2300 to 0700 tour- of- duty on the day following the meeting, they shall notify their command and advise them in sufficient time if the length of the Association meeting will cause them to report late for their tour- of- duty.

11.7 -3 The Nassau County Police Department has adjusted retroactively all the lost time contractually agreed upon (less any time granted, either contractually or non -contractually, by the authority of the Commissioner of Police), to any of the PBA Executive Board, Trustees, Delegates or members concerned in receiving retroactive time during the years 1976, 1977, and 1978 under this agreement. That this retroactive time that shall be granted in accordance with the above provisions may not be converted to cash compensation upon retirement or otherwise. This time may only be taken as compensatory time at the discretion of the Commissioner of Police.

11.8 Officers of the Police Benevolent Association shall not be transferred from their present squad and/or precinct and/or command assignment except for just cause.

11.9 The number of Association members affected by this section shall substantially conform to the number of officers involved on the date of this agreement unless otherwise approved by the Commissioner of Police. The Police Benevolent Association shall provide the Commissioner of Police with the names of the members of their Association that are affected by this provision and any changes that may occur in the members affected thereby.

12.0 **REQUIRED LEGISLATIVE ACTION**

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

13.0 **Contractual Implementation.**

13.1 In the event that any article, section or portion of this agreement is contrary to the law or found to be invalid by a decision of a tribunal of competent jurisdiction, then such specific article, section or portion shall be of no force and effect but the remainder of this agreement shall continue in full force and effect.

13.2 If any provision of the agreement shall be found to be illegal, the County and the Association shall mutually agree to replace that provision with another one which is substantially equal in monetary value.

13.3 Americans With Disabilities Act. Any provision of this Memorandum of Agreement and Understanding or the Collective Bargaining Agreement that violates the ADA and relevant rules and regulations shall be null and void and the provisions of the ADA and the relevant rules and regulations shall be applicable.

13.4 The County and PBA, for the life of this agreements each voluntarily and unqualifiedly agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this agreement or the impact of exercising any right authorized by law or this agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement. This agreement shall not be construed to apply to negotiations for future collectively-negotiated agreements between the parties.

13.5 **REOPENER.** The PBA is permitted to reopen the contract provisions if another unit receives more or an additional benefit for any period during

the period January 1, 1992 through December 31, 1995. If no agreement is reached as a result of the PBA's demand to reopen, the disputes or issues to be resolved will be subject to binding arbitration.

14.0 This agreement shall be effective from January 1, 1992 and shall continue in full force and effect until and including December 31, 1995.

14.1 By April 1, 1995, and upon request by the PBA, negotiations for a successor collective bargaining agreement shall commence.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this day of 15th, of August 1995.

County of Nassau

Thomas A. Bulante
County Executive

**The Police Benevolent Association
of the Police Department County
of Nassau, Inc.**

Don DeLoach
President

Form Approved:

Danny Presbury
P.B.A. Attorney

Anthony J. Russo
Director of Labor Relations

Approved:

William F. Kane
Commissioner of Police

Kenneth Harg
Negotiating Committee

Fredrick S. Savola
County Comptroller

C. L. Luff
Negotiating Committee

Approved as to Form:

William H. Hoff
Chief Deputy County Attorney

Sam Waller
Negotiating Committee

Alan Winterstein
Negotiating Committee

COUNTY OF NASSAU THE POLICE BENEVOLENT ASSOCIATION
OF THE POLICE DEPARTMENT COUNTY OF NASSAU, INC.

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On this 15th day of August, 1995, before me personally appeared
THOMAS S. GILOTTA, County Executive of the County of Nassau, the
municipal corporation described herein, and who executed the foregoing instrument,
to me known and known to me to be such County Executive, and he by me
being duly sworn did depose and say: that he is the County Executive of the
County of Nassau; that he resides at 2 ANDING AVENUE, NORTH MERRICK, NEW YORK
that he executed the same as such County Executive pursuant to Section
205 of the County Government Law of Nassau County for the purposes therein
mentioned.

DORIS GRIFFIN
NOTARY PUBLIC, State of New York
No. 30 - 4661699
Qualified in Nassau County
Commission Expires June 30, 1997

Doris Griffin

NOTARY PUBLIC

STATE OF NEW YORK)

) s s:

COUNTY OF NASSAU)

On this 21 day of July 1996 before me personally came GARY
DELA RABA to me known, who, being by me duly sworn, did depose and say: That
he has an office at 89 E. Jericho Turnpike, Mineola, New York 11501 and that he/she
is the President of the Police Benevolent Association of the Police Department of the
County of Nassau, Inc., the corporation described in and which executed the above
instrument that he knows the seal of said corporation: that the seal affixed to said
instrument is such corporate seal; that it was so affixed by order of the Board of
Governors of said corporation, and that he/she signed his name thereto by like order.

HARRY GREENBERG
Notary Public, State of New York
No. 462008
Qualified in Nassau County
Commission Expires January 25, 1996

Gary Dela Raba

NOTARY PUBLIC